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11	UNITED STATES	DISTRICT COURT								
10	DISTRICT OF NEVADA									
12	DISTRICT	OF NEVADA								
13	BOARD OF TRUSTEES OF THE	OF NEVADA Case No.								
	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL	-								
13 14	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 HEALTH AND WELFARE TRUST AND PLAN; BOARD OF TRUSTEES OF	-								
13 14 15	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 HEALTH AND WELFARE TRUST AND PLAN; BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS	Case No.								
13 14 15 16	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 HEALTH AND WELFARE TRUST AND PLAN; BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS UNION LOCAL 525 PENSION PLAN; AND BOARD OF TRUSTEES OF	-								
13 14 15	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 HEALTH AND WELFARE TRUST AND PLAN; BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS UNION LOCAL 525 PENSION PLAN; AND BOARD OF TRUSTEES OF PLUMBERS AND PIPEFITTERS LOCAL	Case No.								
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13 14 15 16 17 18 19 20 21 22	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 HEALTH AND WELFARE TRUST AND PLAN; BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS UNION LOCAL 525 PENSION PLAN; AND BOARD OF TRUSTEES OF PLUMBERS AND PIPEFITTERS LOCAL UNION 525 APPRENTICE AND JOURNEYMAN TRAINING TRUST FOR SOUTHERN NEVADA, Plaintiffs,	Case No.								
13 14 15 16 17 18 19 20 21	BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 HEALTH AND WELFARE TRUST AND PLAN; BOARD OF TRUSTEES OF THE PLUMBERS AND PIPEFITTERS UNION LOCAL 525 PENSION PLAN; AND BOARD OF TRUSTEES OF PLUMBERS AND PIPEFITTERS LOCAL UNION 525 APPRENTICE AND JOURNEYMAN TRAINING TRUST FOR SOUTHERN NEVADA, Plaintiffs, vs. STRONG MAN SERVICES, INC. dba	Case No.								

1. This action arises under the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001-1500 and the Court has jurisdiction pursuant to 29 U.S.C. § 1132(e).

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2.	Plaintiffs are the Boards of Trustees of the Plumbers and Pipefitters Union Local
525 Health	and Welfare Trust and Plan, the Plumbers and Pipefitters Union Local 525 Pension
Plan, and th	ne Plumbers and Pipefitters Local Union 525 Apprentice and Journeyman Training
Trust for S	outhern Nevada (collectively "Trust Funds") and are fiduciaries for purposes of
ERISA.	

- 3. Strong Man Services, Inc. dba SMS Mechanical, a Nevada corporation ("Strong Man"), acted as an employer within the State of Nevada employing persons ("Covered Employees") who perform work covered by collective bargaining agreements ("CBA") between Strong Man and the United Association of Journeymen and Apprentices of Plumbing and Pipefitters Local 525.
- 4. The Trust Funds are ERISA employee benefit trust funds that provide benefits to Covered Employees.
- 5. The CBAs incorporate by reference the Trust Agreements establishing the Trust Funds ("Trust Agreements").
- Pursuant to ERISA, the CBAs and the Trust Agreements, Strong Man is obligated 6. to make its books and records available for contract compliance review ("Audit").
- 7. Strong Man has failed to respond to the Trust Funds' requests to make its books and records available for Audit.
- 8. The Trust Funds have insufficient facts, records or information available to calculate amounts due.
- 9. If an employer signatory to a CBA fails to make its books and records available for an Audit, the Trust Agreements and the Trust Funds' Collection Policy and Procedures permit the Trust Funds to presume contributions owed.

FIRST CLAIM FOR RELIEF

Equitable Relief – Strong Man Services, Inc.

- 10. Paragraphs 1 through 9 are restated and incorporated by reference.
- 11. The Trust Funds have repeatedly requested that Strong Man make its books and records available for an Audit as required by ERISA, the CBAs and the Trust Agreements.

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12.	Strong	Man	has	failed	to	respond	to	requests	to	make	its	books	and	records
available.														

13. The Trust Funds request this Court compel Strong Man to deliver or make available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or their designee to perform an Audit.

SECOND CLAIM FOR RELIEF

ERISA Delinquent Contributions – Strong Man Services, Inc.

- 14. Paragraphs 1 through 13 are restated and incorporated by reference.
- 15. Strong Man has failed to meet its obligations to remit employee benefit contributions to the Trust Funds as set forth in the CBAs and Trust Agreements.
- 16. As a result of its delinquency, Strong Man is liable to the Trust Funds for unpaid contributions, interest, liquidated damages, audit fees and attorneys' fees.

WHEREFORE, Plaintiffs pray for relief as follows:

- 1. For an Order compelling Strong Man Services, Inc., to deliver or make available to the Trust Funds all papers and documentation necessary for the time period of December 1, 2016, through current, to permit the Trust Funds or their designee to perform an Audit;
- 2. A judgment against Strong Man Services, Inc., for damages, including delinquent employee benefit contributions, interest, liquidated damages, and attorneys' fees and costs;
 - 3. For other equitable relief as provided by ERISA; and
 - 4. For such other and further relief as the Court deems proper.

Dated: October 18, 2017. BROWNSTEIN HYATT FARBER SCHRECK, LLP

/s/ Christopher M. Humes

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